

**MEMORANDUM OF UNDERSTANDING BETWEEN _____ AND
_____ SCHOOLS TO PROVIDE SCHOOL RESOURCE
DEPUTIES/OFFICERS**

This Memorandum of Understanding is entered into between the _____ (hereinafter referred to as “Sheriff/Chief”) and the _____ Public School System (hereinafter referred to as “_____ PS”).

WHEREAS, the parties desire to have a _____ Sheriff/Chief’s deputy/officer assigned to provide a law enforcement presence during school activities for the purposes of reducing juvenile crime and providing a safer learning environment,

WHEREAS, both parties desire to increase the level of law enforcement presence on campus

Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the Parties. Nothing in this agreement shall be deemed or construed as a waiver of either parties’ rights or privileges under F.S. 768.28.

Now, THEREFORE, it is hereby agreed as follows:

1. **TERM:** The term of this agreement is for _____ school years and shall go into effect upon signing of the last party. This agreement does not contractually bind either party and may be terminated at any time, for any reason by either party. Nothing in this agreement shall be read to limit the authority of either party in relation to their legal duties and obligations.

2. The SHERIFF/CHIEF agrees to:
 - a. provide deputies (to be chosen by the Sheriff/Chief) to be assigned to a school or school campus as the deputy/officer’s normal duty assignment during school hours. Such assignment entails arriving at the assigned school site at least thirty (30) minutes prior to the starting time of the given school (whether Elementary, Middle, or High School) and remaining at the assigned site for at least 30 minutes after final dismissal for the school.
 - b. assign a deputy/officer to a school for coverage during the normal school year.
 - c. notify the School / _____ PS of a change in the permanent assigned deputy/officer.
 - d. provide all equipment necessary for the deputy/officer to perform his/her job functions and maintain the responsibility for training, disciplining and dismissing any assigned deputy/officer.
 - e. provide information to the school as it directly relates to the safety of that facility.

- f. maintain supervisory control and responsibility over the deputy/officer.
 - g. provide safety and drug education to the students of _____.
 - h. follow statutory requirements regarding notifications to ____ PS regarding student or ____ PS personnel arrests or investigations.
 - i. provide annual resources to train the Youth Relations Cadre in school safety and active shooter response.
 - j. maintain an insurance policy adequate to cover _____ for any liability resulting from _____ Deputies acting in their official capacity as School Resource Deputies; both within and outside of ____ PS facilities.
3. ____ PS agrees to:
- a. allow the assigned deputy/officer access to all areas of the campus and all facilities of the assigned school(s), necessary to ensure the protection of all students and faculty at the school(s).
 - b. allow the assigned deputy/officer to participate in Administration meetings to collaborate ideas.
 - c. provide a private, secure indoor office for each assigned deputy/officer at the assigned school, where the deputy/officer can meet with students and faculty concerning school safety or law enforcement issues, lock confidential files, complete _____ related tasks as part of his or her law enforcement duties. No other staff members shall be provided a key to the deputy/officer's office.
 - d. purchase, install and maintain secured lockers for the purpose of storing _____ firearms, ammunition or other _____ equipment that is required to be secured.
 - e. direct all complaints concerning the conduct and performance of the assigned deputy/officer to the assigned deputy/officer's supervisor or the _____ Internal Affairs Unit.
 - f. notify the Youth Relations Bureau Supervisors of issues or concerns regarding individual deputies or school issues.
4. The GENERAL RESPONSIBILITIES of the assigned deputy/officer are:
- a. to provide security for both the school facility the students, the staff and the faculty, and the deputies shall adhere to the general principles of community policing models.
 - b. to identify and report criminal activity occurring on school campuses that threatens the safety of any student or faculty member.
 - c. to provide any instruction that the Sheriff/Chief feels appropriate regarding the well- being and safety of the students including, but not limited to, "L.E.A.D.", "D.A.R.E.", Cyber Safety programs, etc. These programs are

subject to change after proper review and approval. The deputy/officer shall teach the lessons as trained.

- d. to be available at the request of faculty to attend parent/faculty meetings during regular school hours to promote awareness of the law enforcement function.
- e. to immediately notify the appropriate faculty member of the school if a student is taken into custody by a member of the _____ on School grounds or for an act related to school activities.
- f. participate in efforts which promote school safety and enhance safety of the learning environment.
- g. to utilize safety plans and security equipment as appropriate to enhance school safety.

5. INFORMATION SHARING

- a. information may be shared between the parties for official purposes related to furthering the mission established by the MOU and the _____ Youth Relations program.
- b. agencies shall ensure compliance with all federal and state laws which govern the collection, use, and dissemination of records including but not limited to student records.

6. POLICIES

- a. the assigned Deputy/officer shall not act as a school disciplinarian nor be required to enforce any school policies,
- b. at all times the assigned deputy/officer will be required to follow _____ procedures and shall not be bound by any ____ PS policy or procedures that conflict with the mission or duties of the assigned deputy/officer.
- c. nothing in this agreement shall be read as limiting the ability of the Sheriff/Chief to reassign or deploy the assigned deputy/officer at any time as the Sheriff/Chief sees fit or as limiting the ability of the assigned deputy/officer to enforce any of the laws of the State of Florida and ordinances of _____ as is his/her prerogative on or off of the School campus.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their appropriate officials.

_____ PUBLIC SCHOOLS

By: _____
Sheriff/Chief

By: _____
Superintendent

Date: _____

Date: _____